

REMARKS

This Amendment responds to the Final Office Action of May 19, 2006. Claims 1-24 remain in this application. None of the claims are currently amended. Claims 1, 7, 13, and 22-24 are independent.

Applicant thanks the Examiner for the telephonic interview that the Examiner conducted on July 20 to discuss the May 19 Office Action. The Office Action rejected all 24 of the pending claims under 35 U.S.C. § 102(e) as being anticipated by Hausman (U.S. PG Pub. No. 2004/0030632). Applicant respectfully traverses the rejection.

As we explain in greater detail below, Hausman shows two separate financial data fields with different meanings that do not have coded meanings. The claims recite a message comprising a single financial data field and corresponding value field that has two *different* meanings: a standard, publicly-known meaning within a field delimited protocol and a coded meaning defined to be different than the standard, publicly-known meaning within the field delimited protocol.

Claim Rejections Under 35 U.S.C. § 102(e), Based On Hausman

Claims 1-24 are directed to various aspects of enabling a sender of a financial message adhering to a publicly-known field delimited protocol, such as the Financial Information Exchange (FIX) Protocol, to communicate a coded message having a meaning outside of the publicly-known protocol. The FIX Protocol is an open standard specification for automating the trading of financial instruments that members of the

financial community originated in 1992. The FIX protocol was created for the purpose of streamlining a pre-existing manual process with a uniform, direct, computer-to computer mechanism for communicating interests in buying and selling, orders to buy and sell, and reports of purchases and sales of financial instruments. The present invention provides the benefits of removing the constraints of the specifications of the publicly-known field delimited protocol (*i.e.*, enabling buyers and sellers to communicate using messages other than the particular messages that are specified within the protocol), without adding additional cost or losing the benefits of using a publicly-known protocol for trading financial instruments.

For example, Claim 1 recites:

A method for securely communicating financial information, comprising:

receiving over an electronic computer network a message communicated according to a field delimited communication protocol pursuant to which the message comprises a financial data field and a field value corresponding to the financial data field and the message has a standard, publicly-known meaning within the field delimited communication protocol;

and interpreting said message according to a coded meaning defined to be different than the standard, publicly-known meaning within the field delimited communication protocol.

Hausman is directed to the trading of financial interests, and in particular to programs, methods, and systems for variable pricing and conditionally making available proposals for trading of financial instruments. (Hausman ¶ 0004.) Husman does reference embodiments in which messages are optionally formatted according to the FIX Protocol. (*See, e.g.*, Hausman ¶¶ 0041, 0054.) However, Hausman does not teach,

disclose, or suggest interpreting messages in the FIX Protocol to according to a coded meaning defined to be *different* than the standard, publicly-known meaning. Thus, it does not teach, disclose, or suggest interpreting said message according to a coded meaning defined to be *different* than the standard, publicly-known meaning within the field delimited communication protocol as recited in amended Claim 1. Claims 7, 13, 22, 23, and 24 are also patentably distinct from Hausman for at least the same reason.

For example, in the FIX Protocol tag number 38 is assigned to the number of shares ordered. A sender wishing to order 5000 shares would send a message with tag number 38 followed by an equal sign (=), followed by the actual number of shares ordered, for example 5000, for a quantity ordered field entry of “38=5000.” (Specification ¶ 0006.) However, in systems utilizing or derived from the FIX protocol, the message sender and receiver are constrained by the specifications of the protocol. (Specification ¶ 0007.) In other words, buyers and sellers cannot interpret messages other than within the FIX specification. (*Id.*) In “active” systems where the sender’s request is distributed to a plurality of receivers, the exact request is known to all receivers, even where the sender may desire to keep the information confidential. (*Id.*)

In accordance with one embodiment of the present invention, on the other hand, a message otherwise communicated according to the FIX Protocol may have a coded meaning that is *different* from the standard, publicly-known meaning. For example, in one embodiment, a buyer B may define that when a seller A inputs only a single digit in the quantity field of a tag 38 entry, the single digit is a coded message signifying a

purchase order of a “single digit” x 10,000. (Specification ¶ 0031.) For example, where a seller A inputs “38=5,” buyer B would not interpret the message as an order for 5 shares (FIX meaning), but as an order for 50,000 shares (*different* from the FIX meaning). (*Id.*) Applicant has found no teaching or suggestion of this in Hausman.

In another exemplary embodiment, a buyer can communicate an indication of interest (IOI) in a stock to a receiver, not by sending a standard IOI message according to the FIX standard. (Specification ¶ 0033.) According to this embodiment, a buyer can communicate an IOI by sending an order message with a particular code number in the order quantity field of the order message. (*Id.*) A buyer, seller, or other party may agree that when a buyer sends an order message with a single digit in the quantity field of a tag 38 entry, the single digit is a coded message signifying an IOI for a “single digit” x 10,000. (*Id.*) The buyer’s message would not be interpreted according to the standard meaning of the FIX protocol, which would be an order for 3 shares. (*Id.*)

In other embodiments, the entries in the quantity field of a tag 38 entry, or other specified field, can be defined in any way. (Specification ¶ 0034.) For example, having only one digit present in the quantity field could be defined to indicate an IOI for “single digit” x 10,000, but having two digits present in the quantity field could be defined to indicate an order for “two digits” x 1,000. (*Id.*) In an alternate coding scheme, each number may correspond to a unique definition. (*Id.*) for example, having a “1” in the

quantity field would indicate an order for 20,000 shares, a “2” an order for 25,000 shares, and a “3” an order for 27,500 shares. (*Id.*)

The May 19 Office Action’s response to the Applicant’s arguments filed on March 14, 2006, is based on paragraph 0075 of Hausman. The Office Action describes paragraph 0075 of Hausman as teaching:

... [a] system wherein the user can designate the nature of the operand to be used in determining the term for his trading proposal by entering data in either one of fields 352, 353. By entering a message in field 352, the trader can designate that he/she wishes the term for his proposal to be set at a constant stated offset from the reference yen price, so that as the reference rises and/or falls, the term for the trader’s proposal rises and/or falls at a constant offset. By entering a ratio in field 353, the trader can designate that the term for the proposal will float with the reference by the stated ratio. *For example, [were] a trader to enter “30” in field 352, the term for his proposal would float at a constant “30” dollar level above the reference yen price. Were the trader to enter “1.50” in field 353, the term would float at a constant 150% of the reference yen price. (see paragraph 075).*

(May 19 Office Action at 6 (original emphasis).)

That portion of Hausman does not disclose, teach or suggest interpreting a message that comprises a financial data field and a field value corresponding to the financial data field to be *different* than the standard, publicly-known meaning for that message within a field delimited communication protocol as recited in the independent claims.

Paragraph 0075 of Hausman discusses two different financial data fields that appear in Figure 5 of Hausman, which are labeled 352 and 353 in Figure 5. One field, 352, is for making a proposal that is “Additive.” The other, 353, is for making a proposal

that is “Multiplicative.” Paragraph 0075 provides that the user of the system of Hausman can:

... designate the nature of the operand to be used in determining the price term for his trading proposal by entering data in either one of fields 352, 353. By entering a price step in field 352, the trader can designate that he/she wishes the price term for his proposal to be set at a constant stated offset from the reference yen price, so that as the reference yen price rises and/or falls, the price term for the trader's proposal rises and/or falls at a constant offset. By entering a ratio in field 353, the trader can designate that the price term for the proposal will float with the reference yen price by the stated ratio. For example, were a trader to enter “30” in field 352, the price term for his proposal would float at a constant “30” dollar level above the reference yen price. Were the trader to enter “1.50” in field 353, the price term would float at a constant 150% of the reference yen price.

This portion of Hausman describes two *different* data fields, each having a field value that corresponds to the financial data field. Data field 352 is for making a proposal that will float at an additive amount entered into the corresponding field value, relative to the reference index entered in data input field 311 (e.g., Yen). Data field 353 is for making a proposal that will float at an amount entered into its corresponding value field that is a multiple above the reference index entered in data field 311 (e.g., Yen).

Neither of those two separate data fields, with corresponding value fields, describe a message comprising a financial data field and a corresponding value field as having two *different* meanings: 1) a standard, publicly-known meaning according to a field delimited communication protocol and 2) a coded meaning defined to be *different* than the standard, publicly-known meaning within the field delimited communication protocol. Hausman describes data fields 352 and 353 are two separate data fields, each of which, comprise a message that has one single meaning when numbers are entered into

their corresponding value fields. Hausman contains no description of using a coded meaning defined to be *different* than the standard, publicly-known meaning within the field delimited communication protocol as recited in Claim 1, 7, 13, and 22.

None of the other portions of Hausman cited in the May 19 Office Action (which are repeated from the previous office action of December 23, 2005) teach, disclose, or suggest interpreting the message according to a coded meaning defined to be *different* than the standard publicly-known meaning within the field delimited protocol. (Office Action at 3, citing Hausman, Figs. 1, 4, and 5; ¶¶ 0005-00012, 0032, 0040, 0058.)

Paragraphs 0005-0012 of Hausman generally describe programs, methods, and systems for associating a proposal for a trade in at least one financial interest with at least one other financial interest or index, which may serve as a reference for effecting a condition of the proposal. (Hausman ¶ 0005.) For example, a trade in Microsoft stock can be proposed using a price associated with an actual or proposed trade in IBM stock as an index. (*Id.* ¶ 0010.) Paragraph 0058 of Hausman references an interface that enables a user to tie or peg an order, stated in terms of a first currency, for trading in a second currency, to a price limit in a third currency, so that terms for a posted order for the first currency are released, or made available, to other traders using the system when, or suspended as long as, the price of the third currency maintains a specified relationship to the specified limit. None of these portions of Hausman have anything to do with interpreting a message according to a coded meaning defined to be *different* than the standard publicly-known meaning within the field delimited protocol.

Hausman does disclose optionally using the FIX protocol in connection with programs, methods, and systems for associating a proposal for a trade in at least one financial interest with at least one other financial interest or index described in Hausman. That is not the same as using the FIX protocol in a manner in which FIX protocol messages are interpreted according to a coded meaning defined to be *different* than the standard publicly-known meaning within the FIX field delimited protocol. That is not disclosed, taught, or suggested in Hausman.

Thus, Applicant respectfully disagrees with the Office Action that Hausman anticipates any of claims 1-24. Dependent claims 2-6 and 14-21 are patentably distinct from the prior art of record for at least the reasons described above. None of the other art of record anticipates Claims 1-24. Applicant therefore respectfully requests that all of the rejections based on Hausman be withdrawn and that Claims 1-24 be allowed.

Conclusion

In light of the foregoing amendments and remarks, Applicant respectfully submits that Claims 1-24 are patentably distinct over the prior art of record and that the application is in proper form for allowance of all claims. Applicant respectfully and earnestly solicits a notice to that effect.

Respectfully submitted,

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Date: August 17, 2006

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